

### Implementation of the Interconnection Agreement

2. ACSI and BellSouth entered into an Interconnection Agreement ("Interconnection Agreement") on July 25, 1996. Immediately upon completing the Agreement, my staff and I promptly began discussions with BellSouth to coordinate operations based upon the Agreement. It was our goal to begin providing switched local exchange services in the BellSouth region as quickly as possible and we regularly communicated with BellSouth to prepare for the submission of live orders for unbundled network elements and to work out other necessary details for the parties to operate under the Agreement.

3. Beginning in mid-July, my staff and I had ongoing discussions with each of the contact persons previously designated by BellSouth for implementation of the Interconnection Agreement. These discussions addressed all of the issues necessary for ACSI to interconnect with BellSouth and begin ordering unbundled loops. In our discussions, we worked with Vic Atherton regarding network trunking issues, Gloria Calhoun regarding loop provisioning and RCF processing, Stephanie Reardon regarding settlement and billing processes, Sid Conn and Val Sapp regarding 911 coordination issues, operator service issues, and directory assistance, and Stephanie Cowart, Jane Rauleson, and Jim Linthicum regarding call processing, traffic exchange and billing processes. In addition, a consultant employed on ACSI's behalf had several conference calls and meetings with Sid Conn, Val Sapp and other BellSouth individuals throughout July and August 1996 to coordinate ancillary service processes, including directory assistance, operator services, and 911.

4. My staff or I had literally dozens of separate calls, meetings or exchanges of information with these and other designated BellSouth representatives.

Although it is impossible to recall every communication that occurred, the following were among the principal calls and meetings we discussed in that time frame:

6/7/96	Conference call with Vic Atherton regarding network interconnection trunking.
6/11/96	Conference call with Stephanie Reardon regarding alternate bill and third party processes.
6/21/96	Conference call with Gloria Calhoun regarding unbundled loops and RCF processing.
7/8/96	Conference call with Stephanie Reardon regarding Settlement and Billing processes.
8/13-14/96	Two day meeting at ACSI regarding BellSouth Call Flow Overview. Representatives from BellSouth included Stephanie Cowart, Jane Rauleson, Jim Linthicum. Discussions concerned call processing, traffic exchange and billing processes.
8/22/96	Conference call with Gloria Calhoun to discuss LCSC processes specific to INP and unbundled loop orders.
9/12/96	Conference call with Sid Conn regarding BellSouth LIDB process overview.

5. ACSI's initial rollout of switched local exchange services in the BellSouth region was scheduled to occur in Columbus, Georgia. Switched services in Montgomery, Alabama and Louisville, Kentucky were planned for shortly thereafter. On a number of occasions, we notified BellSouth personnel of this planned implementation schedule. We initially requested that the necessary collocation arrangements in Columbus, Georgia be completed by August 30, 1996, with Montgomery, Alabama to follow by mid-

October 1996 and Louisville, Kentucky in mid-November. We informed BellSouth that ACSI intended to begin submitting unbundled loop orders shortly after the necessary collocation arrangements had been established.

6. BellSouth agreed with this schedule, and began working with ACSI to accomplish the necessary tasks. During discussions with BellSouth in August 1996, the schedule frequently was adjusted backward in small increments as needed.

7. Ultimately, ACSI completed its switch installation in Columbus, Georgia in November 1996. Shortly thereafter, ACSI began offering competitive local exchange services to the public in Columbus. ACSI's experience ordering unbundled loops in Columbus is discussed in the following section of this declaration.

8. ACSI began offering competitive switched local exchange services in Montgomery, Alabama in February 1997 and in Louisville, Kentucky in April 1997.

#### **ACSI's Unbundled Loop Orders**

9. Unlike the other Bell Operating Companies ("BOCs") that ACSI has Interconnection Agreements with, BellSouth neither required or offered to conduct any testing at any time. Moreover, the ACSI/BellSouth Interconnection Agreement is silent on the issue of testing. The testing that was done was done at ACSI's initiative.

10. Prior to submitting its first live orders, ACSI conducted 16 tests for SPNP and unbundled loops. These tests consisted of one unbundled loop order and 15 tests of BellSouth's provisioning of SPNP. All of these tests were processed under BellSouth Purchase Order Number ("PON") I00042CMB. These tests were processed without delay or incident. As a result of these initial tests and BellSouth's course of dealing with ACSI, we believed that BellSouth would be capable of processing small numbers of "live" orders without disruption.

11. In late November 1996, ACSI submitted its first three orders for unbundled loops in Columbus, Georgia. The customers for these orders were Corporate Center (BellSouth PON I00043CMB), Jefferson Pilot (BellSouth PON I00044CMB) and Mutual Life Insurance Company (BellSouth PON I00045CMB). The requested due date for each of these orders was November 27, 1996. See ACSI 0012-19 (Corporate Center); ACSI 0098-102, 0117-18 (Jefferson Pilot); ACSI 0027-35 (Mutual Life). Attachment A to my declaration is a chart summarizing key dates and occurrences regarding these orders.

12. At no time prior to accepting these orders did BellSouth contact us to request testing. Also, at no time did BellSouth attempt to negotiate a completion date other than November 27, 1996 for these orders. If it had, ACSI would have been willing to coordinate installation on another date. As a result, ACSI expected BellSouth to coordinate a cutover on November 27, 1996, as we requested.

13. BellSouth did not successfully complete the installations on November 27, 1996 as requested by ACSI. As is summarized in Attachment A, Corporate Center had its service disconnected for over 24 hours while BellSouth attempted installation. Jefferson Pilot had its service disconnected for approximately 4-5 hours, and after the unbundled loop was installed, it was discovered that BellSouth failed to implement SPNP along with the order. As a result, Jefferson Pilot could not receive incoming calls placed to its old telephone number. Similarly, Mutual Life Insurance Company had its service disconnected for approximately 6-7 hours, and after the unbundled loop was installed, it was discovered that BellSouth had not implemented SPNP for this order either.

14. ACSI also experienced significant delays and disruptions on additional orders requesting installation on December 4 and 5, 1996. The affected customers on these orders were Joseph Wiley, Jr., Cullen & Associates, and Carrie G. Chandler. See ACSI 0044-49 (Joseph Wiley); ACSI 0121-22 (Cullen & Associates); ACSI 0186-91 (Carrie Chandler). The service disruptions experienced by each customer are summarized in Attachment A.

15. On or about December 4, 1996, ACSI escalated these issues to BellSouth senior management. See ACSI 0210-16. Because Columbus, Georgia is a relatively small, close-knit community, these service failures threatened ACSI's business

reputation as a high-quality local telecommunications service provider. ACSI could not afford to risk that its new customers would endure lengthy service disruptions in the cutover process and would not be able to obtain SPNP as requested, for any such failures would reflect negatively on ACSI (even if they were BellSouth's fault) and threatened ACSI's ability to attract and retain customers. Therefore, we believed we had no choice but to suspend the submission of new orders temporarily and to place pending orders on hold until BellSouth's provisioning problems could be rectified.

16. The provisioning problems ACSI encountered were exacerbated by ambiguities in BellSouth's own operating procedures. BellSouth never clearly defined what ordering procedures it would require, and frequently changes both the forms it would require and other procedures without giving any notice to ACSI. Moreover, BellSouth initially did not have automated procedures for all ordering functions, and frequently required several different forms to accomplish a single customer cutover. As a result, ACSI had to submit as many as five separate forms, by facsimile, to accomplish a loop cutover. Such procedures made it very difficult for ACSI to submit flawless orders.

Signed: \_\_\_\_\_

  
Brenda Renner

Dated: \_\_\_\_\_

5/23/97

**ATTACHMENT A**

**GEORGIA UNBUNDLED LOOP COMPLAINT**  
**Loop Cutover Detail**

Customer Name	PON	Initial LNB Request Submitted	ASR Request Submitted	FOC Date and Time from BellSouth	Originally Requested Loop Cutover Due Date and Time	Originally Requested SPNP Due Date and Time	Date and Time of Cutover	Date and Time of SPNP Cutover	Duration Out of Service
ACSI <sup>1</sup>	100042CMB	11/14/96	11/13/96	11/22/96 3:00 p.m.	11/18/96 3:00 p.m.	11/18/96 3:00 p.m.	11/22/96 3:00 p.m.	11/22/96 3:00 p.m.	Less than 1 hour
Corporate Center	100043CMB	10/28/96	11/25/96	11/27/96 9:00 a.m.	11/27/96 9:00 a.m.	11/27/96 9:00 a.m.	1/7/97 9:00 a.m.	1/7/97 9:00 a.m.	24 hours on attempted but unsuccessful cutover on 11/26/96  Less than 1 hour 1/7/97
Jefferson Pkbl	100044CMB	11/18/96	11/20/96	11/27/96 2:00 p.m.	11/27/96 2:00 p.m.	11/27/96 2:00 p.m.	11/27/96 2:00 p.m. to 6:00 p.m.	11/27/96 2:00 p.m. to 6:00 p.m.	4 - 5 hours
Mutual Life	100045CMB	11/18/96	11/25/96	11/27/96 11:00 a.m.	11/27/96 11:00 a.m.	11/27/96 11:00 a.m.	11/27/96 11:00 a.m. to 5:30 p.m.	11/27/96 11:00 a.m. to 5:30 p.m.	6 - 7 hours
Joseph Wiley, Jr., Esq.	100047CMB 100048CMB	11/18/96	12/2/96	12/4/96 2:00 p.m.	12/4/96 2:00 p.m.	12/4/96 2:00 p.m.	1/3/97 2:00 p.m.	1/3/97 2:00 p.m.	Multiple disruptions on initial cutover on 12/4/96 and 12/5/96  Less than 1 hour 1/2/97
Cullen & Associates	100049CMB	11/18/96	12/2/96	12/4/96 11:00 a.m.	12/4/96 11:00 a.m.	12/4/96 11:00 a.m.	12/23/96 11:00 a.m.	12/23/96 11:00 a.m.	Multiple disruption; initial cutover on 12/4/96.  Less than 1 hour
Carle G. Chandler	100050CMB	11/18/96	12/2/96	12/5/96 9:00 a.m.	12/5/96 9:00 a.m.	12/5/96 9:00 a.m.	1/7/97 9:00 a.m.	1/7/97 9:00 a.m.	Multiple disruption; initial cutover on 12/5/96.  Less than 1 hour

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<sup>1</sup> ACEI's order was composed of one unbundled loop test and fifteen number portability tests



**EXHIBIT 2**

**Before the  
STATE OF GEORGIA  
PUBLIC SERVICE COMMISSION**

**PETITION FOR RULES AND  
COMPLAINT OF AMERICAN  
COMMUNICATION SERVICES OF  
COLUMBUS, INC. AGAINST BELL SOUTH  
TELECOMMUNICATIONS, INC.  
REGARDING ACCESS TO UNBUNDLED  
LOOPS.**

**DOCKET NO. 7212-U**

**DIRECT TESTIMONY**

**OF**

**C. WILLIAM STIPE, III**

**ON BEHALF OF**

**AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.**

**APRIL 9, 1997**

**Before the  
STATE OF GEORGIA  
PUBLIC SERVICE COMMISSION**

**PETITION FOR RULES AND  
COMPLAINT OF AMERICAN  
COMMUNICATION SERVICES OF  
COLUMBUS, INC. AGAINST BELL SOUTH  
TELECOMMUNICATIONS, INC.  
REGARDING ACCESS TO UNBUNDLED  
LOOPS.**

**DOCKET NO. 7212-U**

**DIRECT TESTIMONY OF C. WILLIAM STIPE, III**

**1 Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

**2 A. My name is C. William Stipe III and my position is Vice President - Switched  
3 Engineering and Operations of American Communications Services, Inc. ("ACSI").  
4 My business address is 131 National Business Parkway, Suite 100, Annapolis Junction,  
5 Maryland 20701.**

**6 Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

**7 A. I joined ACSI in 1996 and serve as Vice President - Switched Engineering and  
8 Operations. Prior to joining ACSI, I had twenty-four years of experience in the  
9 telecommunications industry working for Bell Atlantic Corporation. I have held a  
10 number of positions with Bell Atlantic, and most recently, since 1994, as Director -  
11 Financial Systems. From 1991 to 1994, I served as Director - Product Profitability and  
12 Transfer Pricing. In that position, I operated and enhanced a Product Profitability  
13 reporting system. I also developed and implemented a Transfer Pricing process for  
14 Line of Business financial reporting. From 1987 to 1991, I was the Director -  
15 Customer Business Services, responsible for pricing and costing multi-year service  
16 contracts in competitive proposals to Bell Atlantic's largest commercial and government  
17 customers. From 1972 to 1987, I held a variety of engineering and management**

1 positions of increased responsibility. I received my Bachelor of Science in Electrical  
2 Engineering from Virginia Tech in 1972, and my M.B.A. from Virginia  
3 Commonwealth University in 1984.

4 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

5 A. I have not testified live before the Commission; however, I did provide prefiled direct  
6 testimony in ACSI's arbitration against BellSouth which concluded in settlement.<sup>1</sup>

7 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE OTHER STATE PUBLIC  
8 UTILITY COMMISSIONS?

9 A. Yes, I have testified before the D.C. and Maryland Public Service Commissions.

10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

11 A. The purpose of my testimony is to provide technical and other detail as to the problems  
12 ACSI has had providing service using BellSouth's unbundled loops, particularly the  
13 problem of BellSouth arbitrarily disconnecting ACSI's customers without warning.

14 Q. IS ACSI CONTINUING TO EXPERIENCE DIFFICULTIES IN PROVIDING  
15 COMPETITIVE SERVICES USING UNBUNDLED ELEMENTS PURCHASED  
16 FROM BELL SOUTH?

17 A. Yes. In February, ACSI customers experienced volume problems and suffered service  
18 disruptions. The volume problems were the result of BellSouth's technical design for  
19 the unbundled loops that resulted in significant loss of eight (8) decibels. BellSouth has  
20 apparently corrected this problem.

21 Three of ACSI's customers suffered unexplained service disconnection in  
22 February 1997. These three disconnected customers were Country's Barbecue,  
23 Jefferson Pilot, and Columbus Tire. The disconnection to Country's Barbecue, a  
24 restaurant with five locations in Columbus, took place on Friday, February 21, 1997 at  
25 approximately 4:45 p.m., just prior to the dinner hour. The owner of Country's

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<sup>1</sup> Docket No. 6854-U.

1 Barbeque is an active member of the Chamber of Commerce and a highly visible  
2 citizen of the Columbus, Georgia community. Country's Barbecue takes orders by  
3 phone, and relies upon phone orders to provide take-out service at the dinner hour.  
4 Service was disconnected for two hours at all five locations.

5 The disconnection by BellSouth of Jefferson Pilot took place on Friday,  
6 February 21, 1997, also in the evening. Jefferson Pilot receives facsimiles from its  
7 home office on Friday afternoon. This disconnection prevented Jefferson Pilot from  
8 receiving such facsimiles on Friday and over the weekend and significantly disrupted its  
9 business. The following week Jefferson Pilot terminated ACSI service and returned to  
10 BellSouth service.

11 The disconnection of Columbus Tire took place on Monday, February 24, 1997  
12 and, as with the other two disconnections, significantly disrupted its business. The  
13 customer's service was disrupted in the late afternoon and was down for almost an hour  
14 and was restored only as a result of aggressive efforts on the part of ACSI employees.

15 Q. TO WHAT DO YOU ATTRIBUTE THE PROBLEMS OF BELL SOUTH  
16 DISCONNECTING ACSI'S CUSTOMERS?

17 A. Ultimately, only BellSouth can fully answer this question, and no satisfactory answer  
18 thus far has been provided. Clearly, BellSouth is working on ACSI's lines without  
19 notifying ACSI. Based on my conversations with BellSouth and more than twenty-five  
20 years working in the telecommunications industry, it appears that BellSouth may be  
21 experimenting with the provisioning of ACSI's unbundled loops during business hours.  
22 BellSouth has also characterized at least one disconnection as a "disconnect in error."

23 Q. TO WHAT DO YOU ATTRIBUTE THE BELL SOUTH PROBLEM OF  
24 PROVISIONING UNBUNDLED LOOPS WITH EXCESSIVE DECIBEL  
25 LOSSES?

1 A. BellSouth has explained that the volume losses are the unanticipated result of their loop  
2 design. According to BellSouth the problem emanates from a fault in the design  
3 module in the TIRKs system. This fault is introducing an additional seven (7) decibels  
4 of loss into ACSI's circuits. Despite the fact that BellSouth knew this was a potential  
5 problem, it did not proactively seek to resolve this problem in cooperation with ACSI  
6 but rather waited to ACSI trouble reports before taking action.

7 Q. HAVE THESE CONTINUING PROBLEMS CAUSED ACSI TO LOSE  
8 CUSTOMERS OR SUFFER DAMAGE TO ITS REPUTATION AS A PROVIDER  
9 OF QUALITY SERVICES?

10 A. Yes. ACSI lost two of the three customers disconnected in February—Country's  
11 Barbecue, at five locations, and Jefferson Pilot. All of the customers that were  
12 disconnected from service complained to ACSI and were extremely unhappy with the  
13 fact that they were disconnected, and several were furious. At least one customer,  
14 Jefferson Pilot, expressed the opinion that it did not matter whether the fault lay with  
15 BellSouth; what mattered was that his company was no longer receiving seamless  
16 service. Country's Barbeque fully recognized that BellSouth was at fault, but could not  
17 afford to fight ACSI's battles for ACSI. The customer emphasized that his business  
18 was dependent upon his telephone service. One customer, Country's Barbeque, was so  
19 furious that he drove across town to ACSI to complain.

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21 A. Yes, it does.  
22

**CERTIFICATE OF SERVICE**

I certify that I have this day served a copy of the foregoing Direct Testimony of Nancy Murrah and the Direct Testimony of William C. Stipe III in Docket No. 7212-U upon the following persons by causing copies of the same to be placed in an envelope with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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This 9<sup>th</sup> day of April, 1997.

  
William E. Rice

**EXHIBIT 3**



**Before the  
STATE OF GEORGIA  
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND )  
COMPLAINT OF AMERICAN )  
COMMUNICATION SERVICES OF )  
COLUMBUS, INC. AGAINST BELL SOUTH )  
TELECOMMUNICATIONS, INC. )  
REGARDING ACCESS TO UNBUNDLED )  
LOOPS. )

DOCKET NO. 7212-U

**REBUTTAL TESTIMONY**

**OF**

**C. WILLIAM STIPE, III**

**ON BEHALF OF**

**AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.**

**APRIL 30, 1997**

**Before the  
STATE OF GEORGIA  
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND  
COMPLAINT OF AMERICAN  
COMMUNICATION SERVICES OF  
COLUMBUS, INC. AGAINST BELL SOUTH  
TELECOMMUNICATIONS, INC.  
REGARDING ACCESS TO UNBUNDLED  
LOOPS.

DOCKET NO. 7212-U

**REBUTTAL TESTIMONY OF C. WILLIAM STIPE, III**

1     **Q.     PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2     A.     My name is C. William Stipe III and my position is Vice President - Switched  
3             Engineering and Operations of American Communications Services, Inc. ("ACSI").  
4             My business address is 131 National Business Parkway, Suite 100, Annapolis Junction,  
5             Maryland 20701.

6     **Q.     HAVE YOU PREVIOUSLY PREFILED TESTIMONY IN DOCKET NO. 7212-U?**

7     A.     Yes. I filed direct testimony on behalf of ACSI on April 9, 1997.

8     **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9     A.     The purpose of my testimony is to respond to statements by BellSouth  
10            Telecommunications, Inc. "(BellSouth)" witness K. Milner concerning problems  
11            experienced by three of ACSI's customers in February 1997, and to provide updated  
12            information regarding continuing service quality problems experienced by ACSI with  
13            unbundled loops provisioned by BellSouth.

14    **Q.     DID YOUR PREFILED DIRECT TESTIMONY DISCUSS SERVICE QUALITY**  
15            **PROBLEMS EXPERIENCED BY ACSI'S CUSTOMERS SERVED BY**  
16            **UNBUNDLED LOOPS PROVIDED BY BELL SOUTH?**

1 A. Yes. My direct prefiled testimony discussed service quality problems experienced by  
2 Country's Barbeque, Jefferson Pilot and Columbus Tire in February of 1996. These  
3 problems involved excessive volume losses on BellSouth unbundled loops and problems  
4 of service disruption.

5 Q. PLEASE COMMENT ON THE ASSERTIONS BY BELL SOUTH WITNESS  
6 MILNER REGARDING THE PROBLEMS EXPERIENCED BY COUNTRY'S  
7 BARBEQUE.

8 A. BellSouth admits that excessive decibel losses were experienced on some of the circuits  
9 provided to Country's Barbeque. This decibel in a busy restaurant was completely  
10 unacceptable to Country's Barbeque and ultimately caused the company to switch back  
11 to BellSouth. However, BellSouth in claiming that only some of the circuits were  
12 defective, appears to fault ACSI for turning in trouble reports on all of the circuits.  
13 BellSouth states that only 7 of the 13 circuits involved experienced excessive decibel  
14 losses because these circuits involved interoffice facilities as opposed to straight copper  
15 loops. ACSI disagrees with BellSouth that it should not have submitted trouble reports  
16 on all 13 circuits. ACSI responded quickly upon detecting its customers' volume loss.

17 BellSouth claims that the service disruption experienced by Country's Barbeque  
18 was not the result of a disconnecting error, but rather BellSouth's taking the circuits  
19 down for maintenance concerning the low volume problem. BellSouth fails to explain  
20 why it failed to notify ACSI or ACSI's customer prior to taking such lines down. It is  
21 apparently BellSouth's contention that a trouble report gives it unilateral discretion to  
22 take lines down for maintenance. This lack of notification is the source of much  
23 distress to ACSI and its customers, and appears to stem from BellSouth's continuing to  
24 behave as the monopolist provider of service. Such lack of coordination in performing  
25 maintenance demonstrates BellSouth's indifference to competition. Had BellSouth

1 coordinated this maintenance shutdown, ACSI could have possibly retained Country's  
2 Barbeque as a customer.

3 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**  
4 **REGARDING THE PROBLEMS EXPERIENCED BY JEFFERSON PILOT.**

5 **A.** BellSouth claims to have no record of the service disruption experienced by Jefferson  
6 Pilot. However, as I explained in my prefiled direct testimony, Jefferson Pilot  
7 informed ACSI that its phone service, which also acts as a facsimile line, was  
8 dysfunctional at a time that precluded Jefferson Pilot from receiving facsimiles from its  
9 home office. Service was coincidentally down at the same time and date as service to  
10 Country's Barbeque. BellSouth's mere denial of this outage does not lessen the impact  
11 on Jefferson Pilot or ACSI.

12 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**  
13 **REGARDING THE PROBLEMS EXPERIENCED BY COLUMBUS TIRE.**

14 **A.** Mr. Milner's testimony states that the problem affecting Columbus Tire also affected  
15 BellSouth customers. BellSouth admits this problem was the result of human error.  
16 While ACSI is not unsympathetic to the service disruptions experienced by BellSouth's  
17 customers, service disruptions to ACSI's customers are on average significantly more  
18 prevalent than outages to BellSouth customers. Without comprehensive performance  
19 reporting, ACSI is required to rely upon BellSouth ad-hoc rationalizations for each new  
20 disruption or outage.

21 **Q. PLEASE SUMMARIZE ACSI'S POSITION REGARDING THE THREE**  
22 **CUSTOMERS THAT EXPERIENCED VOLUME AND SERVICE DISRUPTION**  
23 **PROBLEMS IN FEBRUARY.**

24 **A.** BellSouth has admitted that design problems and human error were responsible for the  
25 excessive volume losses and service disruptions experienced by two of the three  
26 customers described in my prefiled direct testimony. As a result of these service

1 quality problems related to BellSouth unbundled loops, two of the three customers,  
2 Country's Barbeque and Jefferson Pilot, terminated service with ACSI and returned to  
3 BellSouth.

4 **Q. HAS ACSI CONTINUED TO EXPERIENCE SERVICE QUALITY PROBLEMS**  
5 **WITH UNBUNDLED LOOPS FROM BELL SOUTH SINCE FEBRUARY?**

6 **A.** Yes. ACSI has experienced excessive cutover intervals, number portability problems  
7 and service disruptions which continue to persist.

8 **Q. PLEASE DESCRIBE THE EXCESSIVE CUTOVER INTERVALS**  
9 **EXPERIENCED BY ACSI.**

10 **A.** ACSI's Interconnection Agreement with BellSouth requires a 5-minute cutover interval.  
11 Attached to my testimony is a chart marked Exhibit No. \_\_\_\_ (ACSI-6) which shows the  
12 cutover intervals for ACSI unbundled loops provisioned by BellSouth during mid-  
13 April. This chart demonstrates that BellSouth has been unable to meet the 5-minute  
14 cutover interval. Further, several of the cutover intervals have exceeded two hours.  
15 Even considering that these orders involve multiple lines, such intervals are excessive.  
16 Customers are likely to be reluctant to switch to competitive providers when faced with  
17 the prospect of such lengthy disruptions. Despite the passage of five months' time,  
18 BellSouth still has not conformed its loop cutover intervals to the Interconnection  
19 Agreement, and is still routinely cutting customers over in unacceptable intervals.  
20 BellSouth is also routinely starting cutovers late (a mere matter of punctuality) which  
21 exacerbates lengthy cutovers when they occur.

22 **Q. PLEASE DESCRIBE THE NUMBER PORTABILITY AND SERVICE**  
23 **DISRUPTION PROBLEMS ACSI HAS CONTINUED TO EXPERIENCE.**

24 **A.** On the morning of Wednesday, April 23, multiple ACSI customer lines could not be  
25 reached due to a busy signal which was later determined to be the result of a BellSouth

1 number portability provisioning error. This caused an hour-and-a-half service  
2 disruption.

3 **Q. PLEASE EXPLAIN YOUR UNDERSTANDING OF THE SOURCE OF THIS**  
4 **PROBLEM.**

5 **A.** Apparently, BellSouth places an Simulated Facilities Group ("SFG") value of two  
6 against each of their ported numbers coming to ACSI. The SFG is a required field in  
7 the switch translators when building remote call forwarding. ACSI was told that when  
8 the 1½ hour disruption occurred, it was because a craft level employee inadvertently  
9 reset the SFG value to zero on one switch. The problem therefore affected all  
10 customers served from that switch.

11 **Q. HAS THIS SFG QUESTION ARISEN ON OTHER DATES?**

12 **A.** Yes. On Monday, April 21, 1997, at 10:00 A.M., BellSouth was scheduled to port  
13 four lines for Rodgers Mortgage. At 11:15 A.M., BellSouth called to say that they  
14 could not reach the number. The SFG setting proved to be the problem, which was  
15 resolved at approximately 12:15 P.M.

16 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**  
17 **THAT BELL SOUTH IS NOT EXPERIMENTING WITH PROVISIONING ACSI**  
18 **LOOPS.**

19 **A.** The number of design problems and human errors experienced in the provisioning of  
20 ACSI's loops suggests that BellSouth is not adequately prepared to provide unbundled  
21 loops in Georgia. Rather, BellSouth appears to be proceeding by a trial-and-error  
22 process with ACSI's customers suffering the consequences. As the first company to  
23 order unbundled loops from BellSouth in Georgia, ACSI is bearing the brunt of  
24 BellSouth's attempts to create systems which should have been developed and perfected  
25 months if not years earlier.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes, it does.

[illegible]



CERTIFICATE OF SERVICE

I certify that I have this day served a copy of the foregoing Rebuttal Testimony of Nancy Murrah and the Direct Testimony of William C. Stipe III in Docket No. 7212-U upon the following persons by causing copies of the same to be placed in an envelope with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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